

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.  DTFASO-07-R-00009	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED  2/13/2007	PAGE OF PAGES  1 of 41
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			
1. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.
7. ISSUED BY DOT/FEDERAL AVIATION ADMINISTRATION SOUTHERN REGION, ASO-55A 1701 COLUMBIA AVENUE COLLEGE PARK, GA 30337		8. ADDRESS OFFER TO SAME AS BLOCK 7		
9. FOR INFORMATION CALL:	A. NAME Donna M. Wesley		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (404) 305-5987	

### SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):  
**CONSTRUCTION OF ATCT AND BASE BUILDING MODERNIZATION, SOUTHWEST FLORIDA  
 INTERNATIONAL AIRPORT, FORT MYERS, FLORIDA**

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11. The Contractor shall begin performance within 10 calendar days and complete it within 120 calendar days after receiving  
☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See Section I.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?  
 (If "YES," indicate within how many calendar days after award in 12B.)

☒ YES ☐ NO For each task order

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 2:00 p.m. (hour) local time 3/2/07. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee XX is, is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

DUNS #

TAX ID

CODE

FACILITY CODE

16. REMITTANCE ADDRESS (Include only if different than Item 14)

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

**AMOUNTS** 

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 253(c) ( )

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☐ 28. NEGOTIATED AGREEMENT Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

## STANDARD FORM 2A

SCHEDULE OF BID ITEMSFORCONSTRUCTION OF: ATCT AND BASE BUILDING MODERNIZATIONSOUTHWEST FLORIDA INTERNATIONAL AIRPORT**FORT MYERS, FL**

**PART I: SCOPE OF WORK AND PRICE BREAKDOWN:** CONSTRUCT ATCT AND BASE BUILDING MODERNIZATION AT THE AIR TRAFFIC CONTROL TOWER FACILITY, AT FORT MYERS FL: INCLUDING ELECTRICAL, MECHANICAL, AND PLUMBING SYSTEMS AS WELL AS MASONRY AND INTERIOR FINISH WORK

DIVISION 1 GENERAL CONDITIONS	\$ _____
DIVISION 2 SITE WORK	\$ _____
DIVISION 3 CONCRETE	\$ _____
DIVISION 4 MASONRY	\$ _____
DIVISION 5 METALS	\$ _____
DIVISION 6 WOOD & PLASTICS	\$ _____
DIVISION 7 THERMAL & MOISTURE PROTECTION	\$ _____
DIVISION 8 DOORS & WINDOWS	\$ _____
DIVISION 9 FINISHES	\$ _____
DIVISION 10 SPECIALTIES	\$ _____
DIVISION 11 EQUIPMENT	\$ _____
DIVISION 12 FURNISHINGS	\$ _____
DIVISION 13 SPECIAL CONSTRUCTION	\$ _____
DIVISION 14 CONVEYING SYSTEMS	\$ _____
DIVISION 15 MECHANICAL	\$ _____
DIVISION 16 ELECTRICAL	\$ _____

BASIS OF OFFER, TOTAL AMOUNT

\_\_\_\_\_

**PART I - SECTION C**  
**SCOPE OF WORK**

**SO-C-1 REDUCED SIZE DRAWINGS**

This document may contain drawings which have been reduced in size. The written scale; e.g., 1" = 100", 3/8" = 1'0", on reduced drawings is not valid. The bar scales (where shown) and written dimensions, however, remain valid.

(End of Clause)

**SO-C-2 DRAWINGS AND SPECIFICATIONS**

The following drawings and specifications are applicable to this acquisition:

See Section J for applicable drawings and specifications.

(End of Clause)

**PART I - SECTION D**  
**PACKAGING AND MARKING**

THIS SECTION NOT USED.

**PART I - SECTION E**  
**INSPECTION AND ACCEPTANCE**

**3.1-1      Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

**3.10.4 QUALITY ASSURANCE**

**3.10.4-10 Inspection of Construction (July 2001)**

- (a) Work includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not--
  - (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
  - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
  - (3) Constitute or imply acceptance; or
  - (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless the Government determines that it is in the public interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may:
  - (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or

(2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of Clause)

## PART I - SECTION F DELIVERIES OR PERFORMANCE

### 3.1-1      **Clauses and Provisions Incorporated by Reference (December 2005)**

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- 3.2.2.3-42      **Differing Site Conditions (July 2004)**
- 3.2.2.3-43      **Site Investigation and Conditions Affecting the Work (July 2004)**
- 3.2.2.3-45      **Material and Workmanship (July 2004)**
- 3.2.2.3-46      **Supervising the Contract Work (July 2004)**
- 3.2.2.3-47      **Permits and Responsibilities (July 2004)**
- 3.2.2.3-48      **Other Contracts (July 2004)**
- 3.2.2.3-51      **Operations and Storage Areas (July 2004)**
- 3.2.2.3-54      **Preventing Accidents (July 2004)**
- 3.2.2.3-55      **Availability and Use of Utility Services (July 2004)**
- 3.2.2.3-56      **Schedules for Construction Contracts (July 2004)**
- 3.2.2.3-60      **Specifications, Drawings, and Material Offers (July 2004)**
- 3.2.2.3-66      **Contractor's Daily Log (July 2004)**
- 3.2.2.3-68      **Safety and Health (July 2004)**
- 3.10.1-11      **Government Delay of Work (April 1996)**
- 3.2.2.3-41      **Performing Work (July 2004)**

The Contractor (you) must perform, using your own organization, work equivalent to at least 25 percent of the total amount of work under the contract on the site. The CO may modify this contract to reduce this percentage if you request a reduction and the CO determines that it would be to the Government's advantage to do so.

(End of Clause)

### 3.2.2.3-50      **Property Protection (July 2004)**

(a) The Contractor (you) must construct and maintain any temporary fences, gates and other facilities needed to preserve crops, control livestock, and protect property. Before cutting a fence, you must take necessary precautions to prevent livestock from straying. You must also prevent loss of tension in or damage to adjacent portions of the fence. You must immediately replace all fencing and gates you cut, remove, damage, or destroy with new materials to the original standard. You may reuse undamaged gates.

(b) You must comply with the property owner's requests to leave gates open or closed.

(c) You must use all necessary precautions to avoid destroying surveying markers such as section corners, witness trees, property corners, mining claim markers, bench markers, triangulation stations, and the like. If you must destroy any marker, you must first notify the agency responsible for the marker, as well as the Contracting Officer's (CO) technical representative, and replace the markers.

(d) You must use care to prevent unnecessary damage to property in or near the work area caused by your work. Unnecessary damage is that which you can avoid through efficient and careful performance of the work, taking into account the land rights you have. If you damage any property, you must at once notify the owner or custodian and make or arrange to make prompt and full restitution.

(e) Maps and specifications FAA (we, us) provides may not give the location of all water supply, drainage, irrigation, and other underground facilities. Before entering a tract of land for contract purposes, you must find out



from the property owner (or other reasonably available source) the location of any irrigation system, domestic water system, source of water, and drainage system existing on the property, whether serving that property or other property. You must avoid damaging or obstructing these facilities or polluting water supplies.

(f) You must hold us harmless from any and all suits, actions, and claims for damages, including environmental impairment, to property arising from any of your acts or omissions, your subcontractors, or any of your employees or subcontractor employees, in any way related to the work or operations under this contract.

(g) You must indemnify and hold harmless the property owners or parties lawfully in possession against all claims or liabilities asserted by third parties, including all governmental agencies, resulting directly or indirectly from your wrongful or negligent acts or omissions.

(End of Clause)

### **3.2.2.3-71 Starting, Performing, and Completing Work (July 2004)**

The Contractor (you) must (a) begin work under this contract within ten (10) calendar days after the date you receive the Notice-to Proceed (NTP), (b) perform the work diligently, and (c) complete the entire work ready for use not later than 120 calendar days after receipt of the NTP. The time allowed for completion must include final cleanup of the premises.

(End of Clause)

**PART I - SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**3.1-1       Clauses and Provisions Incorporated by Reference (December 2005)**

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**3.2.2.3-62     Preconstruction Conference (July 2004)**

The successful offeror must attend a pre-construction conference at a site the Contracting Officer designates before starting the work.

(End of Clause)

**SO-G-1 CONTRACTING OFFICER'S REPRESENTATIVE**

The Contracting Officer may designate Government personnel to act as his authorized representative for one or more contract administration functions not involving a change in the scope, price, terms, or conditions of the contract. Such designation will be in writing, set forth elsewhere in the contract by separate letter signed by the Contracting Officer, and will contain specific instructions as to the extent to which the representative may take action for the Contracting Officer. Such designation will not contain authority to sign contractual documents, nor will it authorize the designee to order contract changes, modify contract terms, or create any liability on the part of the Government different from that set forth in the contract.

(End of Clause)

**SO-G-2 MODIFICATION PROPOSALS-PRICE BREAKDOWN**

The contractor, in connection with any proposal he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, justification shall be furnished for the extension. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

(End of Clause)

**SO-G-3 INVOICES - CONSTRUCTION**

Payments to the contractor for work performed under this contract will be made monthly in accordance with Clause 3.3.1-19, Prompt Payment for Construction Contracts. The contractor shall coordinate amounts invoiced with the Contracting Officer's Representative (COR) on the construction site prior to submission. After coordination, invoices (reflecting the contract number) shall be submitted to the COR along with the attached Certification of Invoice. A copy of the invoice summary should also be sent by facsimile to the Contracting Officer at (404) 305-5774 to give notice that payment has been requested. The COR should date stamp the invoice upon receipt and will then prepare a periodical estimate for submission to the Contracting Officer with the contractor's invoice.

(End of clause)

**PART I - SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**3.1-1       Clauses and Provisions Incorporated by Reference (December 2005)**

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<http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

**3.4.1-4   Performance Bond Requirements (April 1996)**

- (a) The contractor is required to submit a performance bond in a penal amount equal to 100 percent of the contract price, unless another amount is specified in the contract "Schedule," within the time specified by the Contracting Officer.
- (b) The bond must be executed on specified forms, and sureties must be acceptable to the Federal Aviation Administration. Corporate sureties must appear on the list in Treasury Circular 570, and the amount of the bond may not exceed the underwriting limit stated for the surety on that list.
- (c) Failure to submit an acceptable bond may be cause for termination of the contract for default.

(End of Clause)

**3.4.1-5   Payment Bond Requirements (April 1996)**

- (a) The contractor is required to submit a payment bond in the penal amount of 50% of the contract price within the time required by the Contracting Officer.
- (b) The bond must be executed on the forms attached to this SIR, and sureties must be acceptable to the Federal Aviation Administration. Corporate sureties must appear on the list in Treasury Circular 570, and the amount of the bond may not exceed the underwriting limit stated for the surety on that list.
- (c) Failure to submit an acceptable bond may be cause for termination of the contract for default.

(End of Clause)

**3.8.2-17   Key Personnel and Facilities (July 1996)**

- (a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.
- (b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are the Project Manager and the Project Superintendent.

(End of Clause)

#### **SO-H-1 SECURITY REQUIREMENTS**

Specific security requirements are outlined in Clauses 3.14-2, Contractor Personnel Suitability Requirements, 3.14-3, Foreign Nationals as Contractor Employees, and 3.14-4, Government-Issued Keys, Identification Badges, and Vehicle Decals, and in Section I of this solicitation. The offeror is required to determine and provide for the effects, if any, that these security requirements may have on the offer, or contract performance. Failure of the offeror to determine the affect of these requirements on cost or performance beforehand will not excuse noncompliance, nor will it be the basis for modifying the contract after award to compensate for adherence to the requirements.

(End of Clause)

#### **SO-H-2 ESCORT REQUIREMENT** (per FAA Order 1600.72, 04/04/01)

Performance under this contract requires the Contractor employees and subcontractors, at all times while on the work site or other FAA premises, to be escorted by the Contracting Officer's Representative ("COR"), or another person designated by the Contracting Officer. The escort must keep the escort required Contractor employee or other person in plain view at all times and must be constantly aware of the contractor employee's or other person's actions. The Contractor agrees that no Contractor employee and subcontractor shall be permitted to be present on the work site or other FAA premises unless properly escorted as provided herein. Because of the escort requirement, no background checks are required. However, the FAA reserves the right to conduct further investigations, if necessary.

Before the Contracting Officer will issue a Notice to Proceed, the Contractor shall submit a transmittal letter referencing the contract number to the Contracting Officer, who shall forward to the Servicing Security Element ("SSE"), a written listing of the name, date of birth, place of birth, and social security number of each Contractor and subcontractor employee who may be present on the work site or FAA facility.

(End of Clause)

#### **SO-H-3 INSURANCE REQUIREMENTS**

In addition to minimum insurance requirements specified elsewhere in this contract, the offeror shall determine specific insurance requirements where this contract work is to be performed (i.e., airport insurance requirements, or state or local insurance requirements) prior to submitting an offer. The offeror is required to determine and provide for the effects, if any, that these insurance requirements may have on the offer, or contract performance. Failure of the offeror to ascertain these requirements beforehand will not excuse noncompliance, nor will it be the basis for modifying the contract after award to compensate for adherence to the requirements.

(End of Clause)

#### **SO-H-4 ELECTRICAL CODES**

Equipment and associated materials shall be installed in compliance with the National Electric Code, National Safety Code, and state and local electrical codes.

(End of Clause)

#### **SO-H-5 PERMITS AND LICENSES**

The contractor shall determine specific permitting and license requirements where the contract work is to be performed, and provide for the effects, if any, that these requirements may have on the offer, or contract performance. Failure of

the contractor to ascertain these requirements beforehand will not excuse noncompliance nor will it be the basis for modifying the contract after award to compensate for adherence to the requirements.

(End of Clause)

#### **SO-H-6 SUPERVISION**

The contractor shall arrange for satisfactory supervision of the contract work. The contractor or his supervisors shall be available at all times when the contract work is in progress. It is the policy of the Federal Aviation Administration that Government supervision of the Contractor's employees, directly or indirectly, shall not be exercised.

(End of Clause)

#### **SO-H-7 PAYMENT BY ELECTRONIC TRANSFER OF FUNDS**

All payments made under the contract shall be by electronic transfer of funds. At time of contract award, the contractor will be furnished necessary documents to identify the information necessary to accomplish the electronic transfer of payments.

(End of Clause)

## PART II - SECTION I CONTRACT CLAUSES

### 3.1-1      **Clauses and Provisions Incorporated by Reference (December 2005)**

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3.1.7-2	<b>Organizational Conflicts of Interest</b> (August 1997)
3.1.7-5	<b>Disclosure of Conflicts of Interest</b> (May 2001)
3.2.2.3-33	<b>Order of Precedence</b> (July 2004)
3.2.2.3-49	<b>Protecting of Existing Vegetation, Structures, Equipment, Utilities, and Improvements</b> (July 2004)
3.2.2.3-67	<b>Special Precautions for Work at Operating Airports</b> (July 2004)
3.2.2.7-6	<b>Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment</b> (April 1996)
3.2.5-1	<b>Officials Not to Benefit</b> (April 1996)
3.2.5-3	<b>Gratuities or Gifts</b> (January 1999)
3.2.5-4	<b>Contingent Fees</b> (October 1996)
3.2.5-5	<b>Anti-Kickback Procedures</b> (October 1996)
3.2.5-7	<b>Disclosure Regarding Payments to Influence Certain Federal Transactions</b> (June 1999)
3.2.5-8	<b>Whistleblower Protection for Contractor Employees</b> (April 1996)
3.3.1-2	<b>Payments under Fixed-Price Construction Contracts</b> (April 1996)
3.3.1-7	<b>Limitation on Withholding of Payments</b> (April 1996)
3.3.1-9	<b>Interest</b> (April 1996)
3.3.1-15	<b>Assignment of Claims</b> (April 1996)
3.3.1-19	<b>Prompt Payment for Construction Contracts</b> (August 1998)
3.3.2-1	<b>FAA Cost Principles</b> (October 1996)
3.4.1-1	<b>Proposal Guarantee</b> (April 1996)
3.4.1-6	<b>Additional Bond Security</b> (April 1996)
3.4.1-7	<b>Notice to Proceed</b> (April 1996)
3.4.1-9	<b>Deposit of Assets Instead of Surety Bonds</b> (April 1996)
3.4.1-10	<b>Insurance--Work on a Government Installation</b> (July 1996)
3.6.2-1	<b>Contract Work Hours and Safety Standards Act-Overtime Compensation</b> (September 2003)
3.6.2-2	<b>Convict Labor</b> (April 1996)
3.6.2-9	<b>Equal Opportunity</b> (August 1998)
3.6.2-12	<b>Affirmative Action for Special Disabled and Vietnam Era Veterans</b> (January 1998)
3.6.2-13	<b>Affirmative Action for Workers With Disabilities</b> (April 2000)
3.6.2-14	<b>Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era</b> (January 1998)
3.6.2-16	<b>Notice to the Government of Labor Disputes</b> (April 1996)
3.6.2-18	<b>Davis Bacon Act</b> (April 1996)
3.6.2-19	<b>Withholding--Labor Violations</b> (April 1996)
3.6.2-20	<b>Payrolls and Basic Records</b> (June 1999)
3.6.2-21	<b>Apprentices, Trainees, and Helpers</b> (April 1996)
3.6.2-22	<b>Subcontracts (Labor Standards)</b> (April 1996)
3.6.3-1	<b>Clean Air and Water Certification</b> (April 2000)
3.6.3-2	<b>Clean Air and Clean Water</b> (April 1996)
3.6.3-13	<b>Recycle Content and Environmentally Preferable Products</b> (January 2002)
3.6.3-14	<b>Use Of Environmentally Preferable Products</b> (January 2002)
3.6.3-15	<b>Material Requirements</b> (October 2002)
3.8.2-10	<b>Protection of Government Buildings, Equipment, and Vegetation</b> (April 1996)

- 3.10.1-7 **Bankruptcy** (April 1996)
- 3.10.1-8 **Suspension of Work** (August 1998)
- 3.10.1-12 **Changes--Fixed-Price** (April 1996)
- 3.10.1-19 **Modification Cost Proposal - Price Breakdown (Construction)** (April 1996)
- 3.10.1-20 **Warranty--Construction** (April 1996)
- 3.10.1-24 **Notice of Delay** (November 1997)
- 3.10.6-1 **Termination for Convenience of the Government (Fixed Price)** (October 1996)
- 3.10.6-6 **Default (Fixed Price Construction)** (October 1996)
  
- 3.1.7-6 **Disclosure of Certain Employee Relationships** (October 2006)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.



(2) Exclusion from subsequent FAA contracts.

(3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

#### ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[ ] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[ ] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

(End of Clause)

#### **3.2.2.3-75 Requests for Contract Information (July 2004)**

Any contract resulting from this SIR is a public document, subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552. Unless covered by an exemption described in the Act, the Contracting Officer (CO) may release all information contained in the contract, including unit price, hourly rates and their extensions, to the public on request. Offerors (you) are urged to mark any sensitive documents you submit in response to this SIR that you consider to be trade secrets, proprietary information, or privileged or confidential financial information.

(End of Clause)

#### **3.3.1-33 Central Contractor Registration (April 2006)**

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.



(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or

change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

### **3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (October 2005)**

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either:

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for:

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and;

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

### **3.6.2-24 Affirmative Action Compliance Requirements for Construction (November 1997)**

(a) Definitions.

(1) "Employer identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

(2) "Minority," as used in this clause, means

(i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause, including the goals for minority and female participation stated herein.

(c) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation: 15.3 %  
Goals for female participation: 6.9%

Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) area office within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this screening information request. The notification shall list the:

- (1) Name, address, and telephone number of the subcontractor,
- (2) Employer identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) The Contractor shall implement the affirmative action procedures in subparagraphs (f)(1) through (7) of this clause. The goals stated in this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(f) The contractor shall take affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other on-site supervision, personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Immediately notify the OFCCP area office when the union or unions, with which the Contractor has a collective bargaining agreement, has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(3) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (f)(2) above.

(4) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct reviews of this policy with all on-site supervision, personnel prior to initiation of construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(5) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(6) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(7) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and -female contractor associations and other business associations.

(g) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (f)(1) through (7). The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant, may be useful in achieving one or more of its obligations under subparagraphs (f)(1) through (7).

(h) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(i) The contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(j) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(k) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Nondiscrimination and Affirmative Action clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(l) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance.

(End of Clause)

### **3.6.3-12 Asbestos-Free Construction (August 1998)**

In performing this contract, the Contractor shall not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility and shall provide to the Contracting Officer (CO) a signed statement with 30 days after acceptance of the project indicating that to the best of its knowledge, no asbestos or asbestos-containing building materials were used during construction, renovation, and/or modernization of this facility. The Contractor's certification under this clause is considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification.

The FAA CO may authorize sample testing of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. The FAA will bear the expense of this testing unless the testing reveals that the Contractor used asbestos-containing building material in performing this contract. If asbestos-containing material is found, the Contractor shall remove and replace the asbestos-containing material and decontaminate the site of asbestos contamination caused by the Contractor at no additional cost to the

Government. In addition, the Contractor shall bear the expense of the original testing and retesting to determine that the asbestos removal and site decontamination are satisfactorily completed.



(End of Clause)

### **3.8.2-12 Payment by Government to Contractor (April 1996)**

(a) In partial consideration of the performance of the work called for in the Schedule, the Government will pay to the Contractor in accordance with the Periodical Estimate submitted by the Contracting Officer's Technical Representative.

(b) The Government shall make financing payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates approved by the Contracting Officer. Except as provided in paragraph (c) below, in making financing payments the Contracting Officer shall retain 10 percent of the estimated payment until final completion and acceptance of the contract work. However, if the Contracting Officer finds that satisfactory progress was achieved during any period for which a financing payment is to be made, the Contracting Officer may authorize such payment in full, without retaining a percentage. Also, on completion and acceptance of each unit or division for which the price is stated separately, the Contracting Officer may authorize full payment for that unit or division without retaining a percentage.

(c) When the work is substantially completed, the Contracting Officer shall retain an amount considered adequate for the protection of the Government and, at the Contracting Officer's discretion, may release all or a portion of any excess amount.

(d) In further consideration of performance, the Contractor shall receive title to all property to be dismantled or demolished that is not specifically designated as being retained by the Government. The title shall vest in the Contractor immediately upon the Government's issuing the notice of award, or if a performance bond is to be furnished after award, upon the Government's issuance of a notice to proceed with the work. The Government shall not be responsible for the condition of, or any loss or damage to, the property. If the Contractor does not wish to remove from the site any of the property acquired, the Contracting Officer may, upon written request, grant the Contractor permission to leave the property on the premises. As a condition to the granting of this permission, the Contractor agrees to waive any right, title, claim, or interest in and to the property.

(e) Upon completion and acceptance of all work and receipt of a properly executed voucher, the Government shall make final payment of the amount due the Contractor under this contract. If requested, the Contractor shall release all claims against the Government arising under this contract, other than any claims the Contractor specifically excepts, in stated amounts, from operation of this release.

(End of Clause)

### **3.9.1-1 Contract Disputes (November 2002)**

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave, S.W., Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

(End of Clause)

### **3.9.1-2 Protest After Award (August 1997)**

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer) to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
- (2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or
- (3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of Clause)

### **3.10.1-23 Contracting Officer's Representative--Construction Contracts (July 1996)**

(a) The Contracting Officer may appoint other Government personnel to accomplish certain contract administration matters. While there shall be various titles and divisions of duties for these individuals, generically they are known as Contracting Officer's Technical Representatives (COTR's). The Contracting Officer will provide written notice of COTR appointment(s), setting forth the authorities and limitations, to the Contractor within ten (10) calendar days prior to the notice to proceed. COTR duties may include, but are not limited to:



(1) Perform as the authorized representative of the Contracting Officer for technical matters, including interpretation of specifications and drawings, and inspection and review of work performed.

(2) Perform as the authorized representative of the Contracting Officer for administrative matters, including reviewing payments, and updated delivery schedules.

(b) These representatives are authorized to act for the Contracting Officer in all specifically delegated matters pertaining to the contract, except:

(1) contract modifications that change the contract price or cost, technical requirements or time for performance, unless delegated field modification authority;

(2) suspension or termination of the Contractor's right to proceed, either for default or for convenience;

(3) final decisions on any matters subject to appeal, e.g., disputes under the "Contract Disputes" clause; and

(4) final acceptance under the contract.

(End of Clause)

#### **3.10.1-25 Novation and Change-Of-Name Agreements (January 2003)**

a. In the event the Contractor wishes the Government to recognize a successor in interest to the contract due to a complete transfer of assets required to perform the contract or an applicable merger, the Contractor must submit a written request to the Contracting Officer with the required documentation. This is required in order to obtain the Government's consent for the successor Contractor to assume contract performance and receive payments for deliveries.

b. For a change of Contractor name the contractor agrees to provide the necessary documentation to establish that a legal name change has been made, including any revision to payment addresses/accounts.

c. The Contractor agrees to follow the procedures and provide the documents, as requested by the cognizant Contracting Officer, described in FAA Procurement Guidance entitled "Novation and Change-Of-Name Agreements" published at [http://fast.faa.gov/procurement\\_guide/html/3-10-1.htm](http://fast.faa.gov/procurement_guide/html/3-10-1.htm).

d. When it is in the Government's interest not to concur in the transfer of the contract from one company to another, the Contractor remains subject to all contract terms and conditions including termination for default should the Contractor fail to perform.

(End of Clause)

#### **3.13-5 Seat Belt Use by Contractor Employees (January 1999)**

In accordance with Executive Order 13043 entitled "Increasing Seat Belt Use in the U.S.," the contractor is encouraged to implement, communicate and enforce on the job seat belt policies and programs for their employees and subcontractors when operating company-owned, rented or personally-owned vehicles.

(End of Clause)

#### **3.14-2 Contractor Personnel Suitability Requirements (July 2006)**

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract.

<b>POSITION</b>	<b>RISK LEVEL</b>
Supervisor	5
Electrician	1
HVAC Technician	1

(c) Not later than five (5) business days, not to exceed a maximum of 30 days, after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position requiring access, provided, no previous background investigations can be supported as described below, the contractor will submit the following documentation to the SSE for an employment suitability determination:

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions as designated by the Contractor Position Risk/Sensitivity Level Designation Record, FAA Form 1600-77, will be completed (all questions answered) in accordance with the instruction sheet.
- Two fingerprint cards (FD-258). Fingerprints will be taken by those individuals who have been identified as either a Trusted Agent or a Personal Identity Verification (PIV) registrant (SSE).

In some instances, the fingerprint only may be required and an OF-306 Declaration for Federal Employment, most current edition, will also be submitted.

The applicant will appear in person and provide two forms of identity source documents in original form to the PIV Registrar (SSE) or the authorized Trusted Agent. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 1115-0136, Employment Eligibility Verification or version of the DOT F 1681 containing the list of acceptable identity verification documents. At least one document will be a valid State or Federal Government-issued picture Identification. A signed I-9 Form may be used but must indicate the two source documents that were verified.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. For each contractor employee for which a previous background investigation was completed, the contractor will provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity, type of background investigation conducted, and approximate date the previous background investigation was completed. For all contracts over six (6) months in duration, the minimum background investigation requirement will be a National Agency Check with Inquiries (NACI). Please check with your SSE for final determination as to OPM background investigation type required. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The contractor must submit the required information with a transmittal letter referencing the contract number and this request to:

Federal Aviation Administration  
Attn: Donna Wesley, ASO-55  
1701 Columbia Avenue  
College Park, GA 30337

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause. A copy of the transmittal letter must also be provided to the Contracting Officer's Technical Representative (COTR) minus any privacy act information.

(d) The contractor must submit the information required by Section (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in Section (c) of this Clause.

(e) The Contracting Officer will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. The Contracting Officer will confirm to the SSE that the action has been taken.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) As applicable, the contractor must submit quarterly/bi-annual reports to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth (5th) business day following each report period to include: **A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (date of birth and social security number shall be omitted from CO and Operating Office copies of report(s). Additionally, the Contractor shall submit to the SSE and CO on or before the fifth (5th) day of each month, any employment changes made during the reporting period. Examples of such changes are terminations (to include name, SSN, hire date, termination date and reason for termination - favorable or unfavorable), and name changes. All lists must be in alphabetical order and have the name of the contractor and the contract number.**

(h) The contractor must notify the CO within one (1) business day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of Section (c) of this Clause applies.

(j) The contractor and/or subcontractor(s) must immediately contact the **FAA Security & Hazardous Materials Staff, Barbara Parker, ASO-750C, Telephone: (404) 305-6808, within 24 hours** in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) The Contracting Officer will ensure the SSE receives a list of all proposed contractor employees, the name of the contracting company, contract number, duty location, identification of the funding line of business, and the names of the contracting officers and COTR for each contract within five (5) business days of contract award. If the Contracting Officer provided the SSE a solicitation number during pre-award, the contracting officer will ensure the SSE is notified of the contract number.

(o) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. In this situation, the contractor employee must have a completed and favorably adjudicated National Agency Check with Inquiries (NACI).

(End of Clause)

### **3.14-3 Foreign Nationals as Contractor Employees (July 2006)**

(a) Each employee of the contractor must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

(1) Must have resided within the United States for three (3) of the last five (5) years consecutively unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;

(2) A risk or sensitivity level designation can be made for the position; and

(3) The appropriate security-related background investigation/inquiry can be adequately conducted.

(c) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

(End of Clause)

### **3.14-4 Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (July 2006)**

(a) It may become necessary for the Government to issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, and 701.

(b) In the event such keys, PIV Cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold **\$100.00** for each key PIV Card, and vehicle decal not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and **Charles Phillips of the FAA Security Investigations Division, ASO-700, Telephone: (404) 305-6792**. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the **Air Traffic Control Tower, Fort Myers, Florida**, must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to the Contracting Officer in a sealed envelope hand carried by the contractor or sent via U.S. mail to: **Federal Aviation Administration, Attn: Donna Wesley ASO-55, 1701 Columbia Avenue, College Park, Georgia 30337**. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated at such time they can then be badge. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the **Contracting Officer**. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting the **Contracting Officer**.

**NOTE: PHOTOGRAPHS FOR ID CARDS MUST BE DIGITAL IN "JPG" FORMAT AND MAY BE SUBMITTED ON A CD OR DISC WITH THE FORM DOT 1681.**

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA medial, including the PIV card are returned to the SSE.

(End of Clause)



**PART III - SECTION J****J****LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS****SO-J-1 AMS Clause 32.2.2.3-44 PHYSICAL DATA**

Data and information furnished or referred to below are for the contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site surveys, investigations and visual observations by the designers or consultants.

(b) The contractor shall be familiar with normal seasonal weather conditions under which work will be performed. Complete weather records are available from the National Weather Service.

(c) Transportation to the site is by public highway and driveways within the ATCT site. The contractor shall be familiar with existing and planned highway conditions, and limitations applicable to project site construction access.

**SO-J-2 LIST OF SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION OF ATCT AND BASE BUILDING MODERNIZATION, SOUTHWEST FLORIDA INTERNATIONAL AIRPORT, FORT MYERS, FL**

Specifications (Attachment 1)

<u>Number</u>	<u>Date</u>	<u>Title</u>
FAA-ANI-300-430	12/05/2006	ATCT AND BASE BUILDING MODERNIZATION

Drawings (Attachment to Specifications)

Refer to drawings SO-D-102640-G02, dated 12/05/2006 for a list of all applicable drawings.

**SO-J-3 LIST OF GOVERNMENT-FURNISHED MATERIAL (Attachment 2) FOR CONSTRUCTION OF ATCT AND BASE BUILDING MODERNIZATION**

(4) TVSS SURGE SUPPRESSORS

**SO-J-4 WAGE RATE DETERMINATION** – Building Construction – Lee County, Fort Myers, Florida. General Decision Number FL020093. (Attachment 3)

**SO-J-5 CERTIFICATION OF INVOICE** (Attachment 4)

**SO-J-6 BUSINESS DECLARATION** (Attachment 5)

**SO-J-7 Performance Bond, Standard Form 25** (Attachment 6)

**SO-J-8 Payment Bond, Standard Form 25A** (Attachment 7)

**SO-J-9 Customer Survey** (Attachment 8)

**SO-J-10 Vendor Entry Form** (Attachment 9)

**PART IV - SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**3.1-1           Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

**3.2.5-2           Independent Price Determination (October 1996)**

**3.6.2-5           Certification of Non-segregated Facilities (April 1996)**

**3.6.3-10          Certification of Toxic Chemical Release Reporting (August 1998)**

**3.2.2.3-2        Minimum Offer Acceptance Period (July 2004)**

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of 60 calendar days.

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

- (1) The acceptance period stated in paragraph (c) of this provision; or
- (2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of Provision)

**3.2.2.3-10      Type of Business Organization (July 2004)**

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_ (country).

(End of provision)

**3.2.2.3-15      Authorized Negotiators (July 2004)**

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone number: \_\_\_\_\_

(End of Provision)



**3.2.2.3-22 Period for Acceptance of Offer (July 2004)**

The offeror (you) agrees that if this offer is accepted within 60 calendar days from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of Provision)

**3.2.2.3-70 Taxpayer Identification (July 2004)****(a) Definitions.**

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

**(c) Taxpayer Identification Number (TIN).**

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_.

**(d) Corporate Status.**

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

**(e) Common Parent.**

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of Provision)

**3.2.2.7-7 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (April 1996)**

(a) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of Provision)

**3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of Provision)

**3.6.2-6 Previous Contracts and Compliance Reports (April 1996)**

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

**3.13-4 Contractor Identification Number Data Universal Numbering System (DUNS) Number (April 2006)**

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: \_\_\_\_\_

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(End of Provision)

**PART IV - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**3.1-1           Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1       False Statements in Offers (July 2004)**
- 3.2.2.3-11     Unnecessarily Elaborate Submittals (July 2004)**
- 3.2.2.3-12     Amendments to Screening Information Requests (July 2004)**
- 3.2.2.3-16     Restricting, Disclosing and Using Data (July 2004)**
- 3.2.2.3-19     Contract Award (July 2004)**
- 3.6.2-35       Prevention of Sexual Harassment (August 1998)**
- 3.2.2.3-13     Submission of Information/Documentation/Offers (July 2004)**

**3.2.2.3-14     Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)**

(a) The FAA (we) will consider an offer received after the time specified for receipt only if we receive it before making an award and --

(1) The offeror (you) sent it by registered or certified mail not later than the fifth calendar day before the date specified for receiving offers (for example, you must have mailed an offer by the 15th in response to a SIR requiring that we receive offers by the 20th);

(2) You sent it by mail or, if authorized by the SIR, by telegram and we determine that we received it late only because of mishandling by the FAA;

(3) You sent it by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. in the time zone from which you mailed it, two working days before the date specified for receiving offers. The term 'working days' excludes weekends and U.S. Federal holidays;

(4) You transmitted it electronically by a method the SIR authorized and the Contracting Officer (CO) received it by 5:00 p.m. in the CO's office on the date specified for receiving offers; or

(5) It is the only offer we received.

(b) Any modification you make to your offer for a reason other than the CO's request is subject to subparagraphs (a)(1), (2), and (3).

(c) We will not consider a modification resulting from the CO's request received after the time and date specified in the request. The exception to this is if we received it before we awarded the contract and we received it late only because we mishandled it.

(d) The U.S. or Canadian postmark is the only acceptable evidence of the date you mailed a late offer or modification sent by registered or certified mail. The postmark must be on the envelope or wrapper and on the original receipt from the U.S. or Canadian postal service. Both postmarks must show a legible date or we will consider the offer to have been mailed late. 'Postmark' means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been applied by the postal service on the date of mailing. Therefore, you should ask the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(e) Our time and date stamp on the wrapper or other documentary evidence of receipt are the only acceptable evidence of when we received it.

(f) The date the post office receiving clerk enters is the only acceptable evidence of the date you mailed a late offer, modification, or withdrawal sent by Express Mail Next Day Service. The postmark must be on the envelope or wrapper and on the original receipt from the postal service. 'Postmark' has the same meaning as in paragraph (d), excluding Canadian postmarks. Therefore, you should ask the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Despite paragraph (a), we will consider a late modification of an otherwise acceptable offer if the modification makes the offer's terms more favorable to the FAA.

(h) You may withdraw your offer by written notice or by any other means specified in this SIR for submitting offers. If the SIR allows electronic offers, this provision is subject to the conditions specified in provision 3.2.2.3-20, 'Electronic Offers.' You may withdraw offers in person either directly or through an authorized representative identified to FAA through the procedures in provision 3.2.2.3-77, "Authorizing Agents." We must receive any withdrawal before we award the contract.

(End of Provision)

#### **3.2.2.3-17 Preparing Offers (July 2004)**

(a) The offeror (you) should examine any drawings, specifications, schedule, and instructions. Failure to do so will be at your own risk.

(b) You must provide the information the SIR requires. Print or type your name and sign the offer. The person signing the offer must initial erasures or other changes. If an agent signs your offer, include evidence of the agent's authority unless you previously gave that evidence to the issuing office.

(c) For each item offered:

- (1) Show the unit price or cost, including, unless otherwise specified, packaging, packing, and preservation; and
- (2) Enter the extended price or cost for the quantity of each item offered in the 'Amount' column of the Schedule. If there is a discrepancy between a unit price or cost and an extended price or cost, the FAA (we) will assume the unit price or cost is correct, subject to your correction to the same extent and in the same manner as any other mistake.

(d) We will not consider offers for supplies or services other than those specified unless the SIR authorizes it.

(End of Provision)

#### **3.2.2.3-18 Prospective Offeror's Requests for Explanations (July 2004)**

If the offeror (you) wants the FAA (we, our) to explain or interpret the SIR, drawings, specifications, or other information, request it early enough to allow us to send our response to all prospective offerors before they submit their offers. Oral explanations or instructions we give before contract award will be binding only if we confirm them in writing. We will promptly provide any information we give you about a SIR to all other prospective offerors as a SIR amendment if the lack of that information would be prejudicial to any other offerors.

(End of Provision)

#### **3.2.2.3-63 Site Visit (Construction) (July 2004)**

(a) AMS clauses 3.2.2.3-42, Differing Site Conditions, and 3.2.2.3-43, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded under this SIR. Accordingly, FAA urges and expects offerors to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

**Contact at Fort Myers**

Albert Sockbeson  
AF Manager  
11900 Regional Lane, SE  
Fort Myers, FL 33913  
239-768-1424  
[Albert.Sockbeson@faa.gov](mailto:Albert.Sockbeson@faa.gov)

Technical Point of Contact: Jerimiah Easley, ANI-340, [jerimiah.easley@faa.gov](mailto:jerimiah.easley@faa.gov)  
Telephone: (404) 305-6453 Fax: (404) 305-6505

(End of Provision)

**3.2.4-1 Type of Contract (April 1996)**

The FAA contemplates award of a Firm-Fixed Price contract resulting from this Screening Information Request.

(End of Provision)

**3.9.1-3 Protest (November 2002)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.



(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.  
Room 323  
Washington, DC 20591,

Telephone: (202) 267-3290

Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of Provision)

#### **SO-L-1 NORTH AMERICAN INDUSTRIAL CLASSIFICATION STANDARDS (NAICS)**

(a) The NAICS Code for this acquisition is 236220, General Building Construction and the small business size standard is \$31.0 million average annual receipts over the past three years.

(End of Provision)

#### **SO-L-2 REQUIRED DOCUMENTS**

The contractor SHALL return the following completed documents as part of its offer:

- (a) Standard Form 1442, Solicitation, Offer, and Award.
- (b) Standard Form 36, Continuation Sheet (Schedule).
- (c) Section K, Representations, Certifications, and Other Statements of Offerors.
- (d) A list of all work currently in progress, including project names, award amounts, contract terms, contact names, and phone numbers.



(e) **Vendor Entry Form (Attachment 10)**

As provided in this contract, payments by the Government are to be by Electronic Funds Transfer. In addition, offerors should consider the requirements of Contract Clauses 3.3.1-33 and 3.3.1-34

(f) **Past Experience**

**Past Performance and Experience and Experience Performing Similar Work. Similar work includes, but is not limited to:** (1) work of similar dollar value and complexity, (2) work in 24/7 operational environments where the facility mission is critical; and (3) work that involves similar type construction and complexity, including, but not limited to; electrical, mechanical, plumbing systems as well as; masonry work, typical building finishes. Performance includes, but is not limited to: (1) quality of work; (2) timeliness; (3) effectiveness of management. Prior past performance and experience working in FAA facilities will be given added consideration. contractor shall demonstrate past experience in performing similar work. Performance includes, but is not limited to: (1) quality of work; (2) timeliness; (3) effectiveness of management. Prior past performance and experience working in FAA facilities will be given added consideration.

(g) **Customer Surveys**

Arrange for past customers to complete and submit directly to the Government customer surveys to be considered by the Government in evaluating your firm's past performance and customer satisfaction. To be considered in offer evaluations, Three (3) completed customer surveys must be received by the Government no later than the closing date for submission of offers. The required form for customer surveys is attached as Attachment 9.

(i) **Financial information**

Submit copies of financial statements, Dunn & Bradstreet reports, or other data you choose, sufficient to enable the Government to evaluate your firm's financial condition and responsibility.

**SO-L-3 ESTIMATED PRICE RANGE**

The estimated price range for this project is between \$100,000.00 and \$250,000.00.

(End of provision)

**SO-L-4 TRANSMISSION OF OFFERS & MODIFICATIONS TO OFFERS**

Offers and modifications to offers made in response to this solicitation may be transmitted by e-mail attachment in a write-protected Microsoft Word ".doc" format or Adobe Reader ".pdf" format. Offerors assume risks of e-mail transmission delays. Upon request of the Contracting Officer, hard copies of documents must be submitted. The e-mail address is "[contracting officer]@faa.gov".

(End of provision)

**SO-L-5 HANDCARRIED OFFERS**

If a contractor plans to handcarry an offer to the designated receiving office, the Contracting Officer should be notified sufficiently in advance of the visit to allow time for the CO to notify security guards at the entrance to the facility. The contractor will need to furnish the names of the employees who will be visiting, and the expected date and time of arrival. Otherwise, entry may be delayed or prohibited.

(End of provision)

## PART IV - SECTION M EVALUATION FACTORS FOR AWARD

(1) The Government will award a single contract resulting from this Screening Information Request (SIR) to the responsible offeror whose offer submitted in response to, and conforming with, this SIR is determined to represent the **BEST VALUE TO THE GOVERNMENT** considering price and other factors as listed below. Award shall not be based on price alone.

(2) The Government may:

- (a) reject any or all offers if such action is in the public interest;
- (b) accept other than the lowest offer;
- (c) waive informalities and minor irregularities in offers received;
- (d) make award without written or oral discussion with offerors.
- (e) have discussions with any one offeror, all offerors, or without any discussion.

(3) In addition to price, award will be based on best value to FAA considering the following factors which are listed in relative order of importance:

**a. Past Performance and Experience Performing WORK SIMILAR TO THIS PROJECT.** Past experience performing similar work includes, but is not limited to: (1) work similar in dollar value; (2) work in an operational environment; (3) work with a similar degree of electrical, mechanical and plumbing systems and coordination of trades. Past performance includes, but is not limited to: (1) quality of work; (2) timeliness of completion; (3) effectiveness of management; (4) ability to work effectively in an operational environment without adversely affecting the facility operation; (5) degree of cost control & value engineering; (6) labor and safety compliance, etc.

**b. Business Practices and Customer Satisfaction:** This factor includes, but is not limited to, maintenance of good customer relations and motivation to perform well, ability to work effectively with owner, cooperation in solving problems, responsiveness to administrative issues, submission of reasonable contract change proposals requesting price increases or proposing credits, timeliness of payments to subcontractors and suppliers, and promptness, completeness, and accuracy of written submissions. The government may consider any other verifiable outside information known or learned about the offeror, such as another office's experience with the offeror, or personal knowledge of the offeror's prior performance. The degree to which customers have been satisfied working with the offeror, and the degree to which they are satisfied with the end product.

**c. Cost Realism.** A proposal reflecting cost realism: (1) is realistic for the work to be performed; (2) reflects a clear understanding of the requirements; and (3) includes costs consistent with the various elements of the offeror's proposal. Offers that are considered unreasonably high or unreasonably low may be outside the competitive range and may not be considered for award.

(End of provision)

General Decision Number: FL070093 02/09/2007 FL93

Superseded General Decision Number: FL20030093

State: Florida

Construction Type: Building

County: Lee County in Florida.

LEE COUNTY

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including four stories)

Modification Number	Publication Date
0	02/09/2007

SUFL1993-009 08/01/1993

Rates	Fringes
-------	---------

Acoustical Tile Installer.....\$ 10.57

Bricklayer/Blocklayer.....\$ 12.00

Carpenter (including  
drywall hanging and metal  
framing; excluding  
acoustical tile  
installations).....\$ 10.61

Cement Mason/Concrete  
Finisher.....\$ 10.26

Electrician.....\$ 10.38 .57

Glazier.....\$ 11.28 .50

HVAC Mechanic (including  
HVAC pipe & duct).....\$ 10.11 .68

Ironworker, Reinforcing.....\$ 10.52

Ironworker, Structural.....\$ 9.29 1.61

Laborers:

Landscape.....\$ 5.15

Mason tenders.....\$ 7.65

Unskilled.....\$ 6.83

Painter, Brush (excluding  
drywall finishing).....\$ 9.57

Pipefitter (including fire  
sprinkler systems &  
excluding HVAC work).....\$ 10.57 .76

Plasterer.....\$ 13.00

Plumber (excluding HVAC).....	\$ 10.96	1.30
Power equipment operators:		
Grader.....	\$ 10.00	.75
Loader.....	\$ 8.50	.43
Roofer.....	\$ 9.56	
Sheet metal worker (excluding HVAC duct).....	\$ 9.68	
Tile Setter.....	\$ 12.00	
Truck Driver.....	\$ 8.24	1.10

-----

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

-----

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION

## ATTACHMENTS

### CERTIFICATION OF INVOICE

I hereby certify, to the best of my knowledge and belief, that --

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code; and

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

---

Contractor

Name

---

Contract Number

Title

---

Invoice Number

Date

## BUSINESS DECLARATION

Tax Identification No.:

1. Name of Firm: \_\_\_\_\_
2. Address of Firm: \_\_\_\_\_
3. Telephone Number of Firm: \_\_\_\_\_
4. a. Name of Person Making Declaration \_\_\_\_\_
- b. Telephone Number of Person Making Declaration \_\_\_\_\_
- c. Position Held in the Company \_\_\_\_\_
5. Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a. Black American      ☐ b. Hispanic American      ☐ c. Native American      ☐ d. Asian American
- ☐ e. Other Minority (Specify) \_\_\_\_\_      ☐ f. Other (Specify) \_\_\_\_\_
- ☐ g. Female    ☐ h. Male    ☐ i. 8(a) Certified (Certification letter attached)    ☐ j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes      ☐ b. No      (If "NO," provide the name and telephone number of the person who has this authority.) \_\_\_\_\_
7. Nature of Business (Specify major services/products (NAIC)) \_\_\_\_\_
8. (a) Years the firm has been in business: \_\_\_\_\_ (b) No. of Employees \_\_\_\_\_
9. Type of Ownership:      ☐ a. Sole Ownership      ☐ b. Partnership
- ☐ c. Other (Explain) \_\_\_\_\_
10. Gross receipts of the firm for the last three years:
- |                         |                           |
|-------------------------|---------------------------|
| a.1. Year Ending: _____ | b.1. Gross Receipts _____ |
| a.2. Year Ending: _____ | b.2. Gross Receipts _____ |
| a.3. Year Ending: _____ | b.3. Gross Receipts _____ |
11. Is the firm a small business?      ☐ a. Yes      ☐ b. No

***I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING \_\_\_\_\_  
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.  
I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS  
OF 18 USCS 1001.***

12. a. Signature \_\_\_\_\_ b. Date: \_\_\_\_\_
- c. Typed Name \_\_\_\_\_ d. Title: \_\_\_\_\_



<b>PAYMENT BOND</b> <i>(See Instructions on Reverse)</i>				1. DATE BOND EXECUTED <i>(MUST NOT BE LATER THAN DATE OF CONTRACT.)</i>	
2. PRINCIPAL <i>(LEGAL NAME AND BUSINESS ADDRESS)</i>				3. TYPE OF ORGANIZATION ("X" ONE)	
				<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation	
				4. STATE OF INCORPORATION	
5. SURETY(IES) <i>(NAME AND BUSINESS ADDRESS)</i>					

a. Penal Sum of Bond					b. Bid Identification	
Percent of of Bid Price	Amount not to exceed				Bid Date	Invitation No.
	Million(s)	Thousand(s)	Hundred(s)	Cents	For (Construction , Supplies or Services)	

**OBLIGATION:**

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and surety(ies) executed this bid bond and affixes their seals on the above date.

6. PRINCIPAL					
a. Signature(s)	(1)	(2)	(3)	Corporate Seal	
	(seal)	(seal)	(seal)		
b. Name(s) & Titles <i>(Typed)</i>	(1)	(2)	(3)		
7. INDIVIDUAL SURETY(IES)					
a. Signature(s)	(1)	(2)	(Seal)		
		(Seal)			
b. Name(s) <i>(Typed)</i>	(1)	(2)			
8. CORPORATE SURETY(IES)					
S u r e t y  A	a. Name & Address	b. State of Inc.		a. Liability Limit	Corporate Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s) <i>(Typed)</i>	(1)	(2)		

**8. CORPORATE SURETY(IES) (Continued)**

<b>S u r e t y B</b>	a. Name & Address		b. State of Inc.	a. Liability Limit	Corporate  Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s) (Typed)	(1)	(2)		
<b>S u r e t y C</b>	a. Name & Address		b. State of Inc.	a. Liability Limit	Corporate  Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s) (Typed)	(1)	(2)		
<b>S u r e t y D</b>	a. Name & Address		b. State of Inc.	a. Liability Limit	Corporate  Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s) (Typed)	(1)	(2)		
<b>S u r e t y E</b>	a. Name & Address		b. State of Inc.	a. Liability Limit	Corporate  Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s) (Typed)	(1)	(2)		
<b>S u r e t y F</b>	a. Name & Address		b. State of Inc.	a. Liability Limit	Corporate  Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s) (Typed)	(1)	(2)		
<b>S u r e t y G</b>	a. Name & Address		b. State of Inc.	a. Liability Limit	Corporate  Seal
	d. Signatures	(1)	(2)		
	e. Name(s) & Title(s) (Typed)	(1)	(2)		

**Instructions**

1. This form, for the protection of persons supplying labor and material is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 USC 270a-270e).
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the space (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal," and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

<b>PERFORMANCE BOND</b> <i>(See Instructions on Reverse)</i>		1. DATE BOND EXECUTED <i>(MUST NOT BE LATER THAN BID OPENING DATE.)</i>
2. PRINCIPAL <i>(LEGAL NAME AND BUSINESS ADDRESS)</i>		3. TYPE OF ORGANIZATION ("X" ONE)  <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation
5. SURETY(IES) <i>(NAME AND BUSINESS ADDRESS)</i>		4. STATE OF INCORPORATION

a. Penal Sum of Bond				b. Bid Identification		
Percent of of Bid Price	Amount not to exceed				Bid Date	Invitation No.
	Million(s)	Thousand(s)	Hundred(s)	Cents	For (Construction , Supplies or Services)	

**OBLIGATION:**

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The principal has entered into the contract identified above.

**THEREFORE:**

The above obligation is void if the Principal -

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

**WITNESS:**

The Principal and surety(ies) executed this bid bond and affixes their seals on the above date.

6. PRINCIPAL							
a. Signature(s)	(1)	(seal)	(2)	(seal)	(3)	(seal)	Corporate Seal
b. Name(s) & Titles <i>(Typed)</i>	(1)		(2)		(3)		
7. INDIVIDUAL SURETY(IES)							
a. Signature(s)	(1)		(2)				(Seal)
b. Name(s) <i>(Typed)</i>	(1)		(2)				
8. CORPORATE SURETY(IES)							
S u r e t y  A	a. Name & Address		b. State of Inc.		c. Liability Limit		Corporate Seal
	d. Signatures	(1)	(2)				
	e. Name(s) & Title(s) <i>(Typed)</i>	(1)	(2)				

**8. CORPORATE SURETY(IES) (Continued)**

<b>S</b> u r e t y	a. Name & Address		b. State of Inc.	c. Liability Limit	Corporate Seal
	d. Signatures	(1)	(2)		
	<b>B</b> e. Name(s) & Title(s)(Typed)	(1)	(2)		
<b>S</b> u r e t y	a. Name & Address		b. State of Inc.	c. Liability Limit	Corporate Seal
	d. Signatures	(1)	(2)		
	<b>C</b> e. Name(s) & Title(s)(Typed)	(1)	(2)		
<b>S</b> u r e t y	a. Name & Address		b. State of Inc.	c. Liability Limit	Corporate Seal
	d. Signatures	(1)	(2)		
	<b>D</b> e. Name(s) & Title(s)(Typed)	(1)	(2)		
<b>S</b> u r e t y	a. Name & Address		b. State of Inc.	c. Liability Limit	Corporate Seal
	d. Signatures	(1)	(2)		
	<b>E</b> e. Name(s) & Title(s)(Typed)	(1)	(2)		
<b>S</b> u r e t y	a. Name & Address		b. State of Inc.	c. Liability Limit	Corporate Seal
	d. Signatures	(1)	(2)		
	<b>F</b> e. Name(s) & Title(s)(Typed)	(1)	(2)		
<b>S</b> u r e t y	a. Name & Address		b. State of Inc.	c. Liability Limit	Corporate Seal
	d. Signatures	(1)	(2)		
	<b>G</b> e. Name(s) & Title(s)(Typed)	(1)	(2)		

<b>Bond</b>	Rate per Thousand	Total
<b>Premium</b> ➤	\$	\$

**Instructions**

1. This form is authorized for use when a bid guaranty is required.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price, in these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the space (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals, individuals shall execute the bond opposite the word "Corporate Seal;" and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

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(Attachment 8)

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The Federal Aviation Administration is considering awarding a Firm Fixed Price Contract to

(Put the name of the company) \_\_\_\_\_

for Construction of ATCT and Base Building Modernization, Southwest Florida International Airport, Fort Myers, Florida. They have listed you as a performance reference. Please provide the information requested and return via fax by **Proposal due date** to: Fax 404.305.5774. If you have any questions or comments, please contact me by telephone at 404.305.5987, or donna.wesley@faa.gov. Thank you in advance for your assistance with this matter.

Sincerely,

Donna M. Wesley  
Contracting Officer  
Acquisition Branch, ASO-55

**Please respond to the following on a scale of 1 to 5, 3 being average or acceptable, and 5 being best.**

1. Did the contractor commit adequate resources in timely fashion to the contract to meet the requirements and to successfully solve problems? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
2. To what extent did the contractor respond positively and promptly to technical directions, contract change orders, etc.? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
3. How reliably did this contractor follow through on their commitments? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
4. To what extent did the contractor's management system provide visibility into problems and risks? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
5. How responsive do you think this contractor was to information requests, issues, or problems in the course of the contract? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
6. How effective has the contractor been in identifying user requirements? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
7. To what extent did the contractor have the ability to administer and manage the contract? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

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8. To what extent did the contractor issue businesslike correspondence?  
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
9. How well did the contractor adhere to the Statement of Work? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
10. What was your level of satisfaction with the contractor's management and support staff?  
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
11. What was your level of satisfaction with the contractor's Supervisor(s)?  
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
12. To what extent did the contractor submit required reports and documentation in a timely manner?  
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
13. To what extent were the contractor's reports and documentation accurate and complete?  
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
14. To what extent was the contractor's maintenance and problem tracking/reporting documentation timely, accurate and of appropriate content?  
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
15. To what extent did the contractor comply with safety requirements?  
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
16. What was your level of satisfaction with the contractor's overall quality of service?  
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
17. To what extent was the contractor effective in interfacing with the Governments staff?  
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
18. What was you level of overall customer satisfaction? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
19. To what extent were the contractor's guard employees experienced and qualified?  
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

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**Please respond: Yes or No.**

20. Were there any cure notices issued? Yes: \_\_\_\_ No: \_\_\_\_

21. Was contractor Pro-active? Yes: \_\_\_\_ No: \_\_\_\_

22. Did contractor suggest changes that saved costs? Yes: \_\_\_\_ No: \_\_\_\_

23. Would you recommend this contractor? Yes: \_\_\_\_ No: \_\_\_\_

23a. Would you award another contract to the contractor Yes: \_\_\_\_ No: \_\_\_\_

**For Federal contracts:**

24. Were there any Labor Department Investigations? Yes: \_\_\_\_ No: \_\_\_\_

24a. If yes, please describe reason and final outcome.

\_\_\_\_\_

25. Were there any safety investigations? Yes: \_\_\_\_ No: \_\_\_\_

25a. If yes, please describe reason and final outcome.

\_\_\_\_\_

26. Were there any security investigations? Yes: \_\_\_\_ No: \_\_\_\_

26a. If yes, please describe reason and final outcome.

\_\_\_\_\_

27. Was there a partial or complete termination for default or convenience?

Yes: \_\_\_\_ No: \_\_\_\_

27a. If yes, please describe reason and final outcome.

\_\_\_\_\_

28. Are there any pending terminations? Yes: \_\_\_\_ No: \_\_\_\_



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29. What is/was the duration of the contract? \_\_\_\_\_

30. Were there any performance issues regarding the contractor's work? If yes, please describe.

\_\_\_\_\_

Please provide other comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Thank you. Please fax your response to Ms. Donna M. Wesley at (404) 305-5774.

**Firm:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Delphi VENDOR ENTRY WORKSHEET****\*\* Bold indicates required fields \*\***

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 E-MAIL ADDRESS: \_\_\_\_\_  
 SUPPLIER NAME: \_\_\_\_\_ ☐ NEW ☐ MODIFYING  
 TAXPAYER ID: \_\_\_\_\_ **DUNS or DUNS+4 NO.** \_\_\_\_\_  
 CLASSIFICATION/TYPE \_\_\_\_\_ No Cost Lease/Awards \_\_\_\_\_ Vendor \_\_\_\_\_ Federal Agency  
 Federal Agency Location Code (ALC) \_\_\_\_\_ \* For New Agencies

GENERAL: PARENT SUPPLIER NAME \_\_\_\_\_  
 TAX ID NUMBER \_\_\_\_\_

**ORGANIZATION TYPE:**

- ☐ CORPORATION  
☐ GOVERNMENT AGENCY  
☐ INDIVIDUAL  
☐ PARTNERSHIP  
☐ FOREIGN CORP/GOVT AG/INDIV/PART  
☐ SUPPLIER, GRANT SPONSOR, STATE & LOCAL GOV'T

REIMBURSABLES NON-GOVT:

CCR: VENDOR IS REGISTERED: YES ☐ NO ☐**SUPPLIER SITES:**

(Additional sites or additional Tax Reporting Address forward as attachment)

☐ NEW ☐ ADDING SITE ☐ MODIFYING SITE

COUNTRY: United States

Other: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

COUNTY: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_

**PAYMENT:**

PAYMENT METHOD Check \_\_\_\_\_ Electronic \_\_\_\_\_ Wire \_\_\_\_\_

**SITE USES AND TELEPHONE:**

Purchasing Site \_\_\_\_\_ Pay Site \_\_\_\_\_ Primary (Y/N) \_\_\_\_\_  
 Voice (Area Code & Number) ( ) \_\_\_\_\_  
 Fax (Area Code & Number) ( ) \_\_\_\_\_

Note: Provide this information only if obtained at Contract award.

**SUPPLIER CONTACTS:**

1. LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ MI \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_  
 2. LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ MI \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_

BANK: BANK NAME \_\_\_\_\_

ACCOUNT NAME: \_\_\_\_\_

BANK ABA ROUTING  
NUMBER \_\_\_\_\_

ACCOUNT NUMBER \_\_\_\_\_

ACCOUNT TYPE \_\_\_\_\_

☐ CHECKING☐ SAVINGS**EFT FORM → FAX TO AMZ (405)954-6944**